

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION**

**MARIA AYALA, *et. al.*,
Plaintiffs**

V.

**PIONEER HI-BRED INTERNATIONAL,
INC., *et. al.*,
Defendants**

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CIVIL TRIAL NO. 1:11-CV-049

JURY TRIAL REQUESTED

**JOINT MOTION TO APPROVE SETTLEMENT OF MINOR PLAINTIFFS' CLAIMS
AND DISMISS REMAINING CLAIMS WITH PREJUDICE**

COME NOW the parties, by and through their attorneys of record, who move the Court for an order approving the settlement of the claims of Plaintiffs D.C.A., G.A., J.I.A., L.B., R.A.C. and J.M. (hereafter the "Minor Plaintiffs") in the instant action and to dismiss the remaining claims of the Plaintiffs, with prejudice. In support of this motion, the parties state:

1. This civil action, filed on March 17, 2011, was brought by migrant farm workers, who are various adults and minors, from the Rio Grande Valley of South Texas. Plaintiffs filed suit against PIONEER HI-BRED INTERNATIONAL, INC., an agricultural employer, and RAMON QUINTANILLA, SR., ROSA QUINTANILLA, RAMON QUINTANILLA, JR. and ROGELIO QUINTANILLA, their alleged farm labor contractors for alleged incidents arising from the 2009 seed corn detasseling season in and around Mishawaka, Indiana.
2. Specifically, JOSE AYALA, SR., AS NEXT FRIEND OF J.I.A. AND D.C.A., GILBERTO AYALA, AS NEXT FRIEND OF G.A., JOANNA BERLANGA, AS NEXT FRIEND OF L.B., RICARDO CEPEDA, AS NEXT FRIEND OF R.A.C., AND HILARIO MILAN, SR., AS NEXT FRIEND OF J.M., filed this suit in the United States District Court, Southern District of Texas, Brownsville Division, styled MARIA AYALA, JOSE AYALA, SR., JOSE AYALA, SR., AS NEXT FRIEND OF J.I.A.,

RAUL AYALA, JOSUE I. AYALA, JOSE AYALA, III, JOSE AYALA, SR., AS NEXT FRIEND OF D.C.A., JOSE E. AYALA, GILBERTO AYALA, AS NEXT FRIEND OF G.A., RAMON ARRIAGA MUÑOZ, JOANNA BERLANGA, JOSE BERLANGA, LISBETH BERLANGA, MARIA BERLANGA, VICTORIA BERLANGA, JOSE BERLANGA, AS NEXT FRIEND OF F.B., JOANNA BERLANGA, AS NEXT FRIEND OF L.B., JULIANA CEPEDA, RICARDO CEPEDA, RAQUEL CEPEDA, RICARDO CEPEDA, AS NEXT FRIEND OF Y.C., TANIA YARELI CEPEDA, RICARDO CEPEDA, AS NEXT FRIEND OF R.A.C., EDUARDO ESCOBEDO, RAUL FLORES, III, JAIME GARZA, JR., MARGARITA R. GOMEZ, JUAN G. HERNANDEZ, HILARIO MILAN, SR., HILARIO MILAN, SR., AS NEXT FRIEND OF J.M., HILARIO MILAN, SR., AS NEXT FRIEND OF G.M., CLAUDIA MILAN, HILARIO MILAN RODRIGUEZ, ANAYUDITH NAJERA, VICTOR MANUEL VALERO, JR., RUBEN CORTEZ, DANIEL CORTEZ, ALEJANDRO DE LEON, SR., JOSE ANGEL DE LEON, ALEJANDRO DE LEON, JR., RENE FUENTES, JOSE LUGO, ROMAN H. MILAN, SR., GUILLERMA MILAN, AND ROMAN H. MILAN, SR., AS NEXT FRIEND OF R.M. vs. PIONEER HI-BRED INTERNATIONAL, INC. and RAMON QUINTANILLA, SR., RAMON QUINTANILLA, JR., ROSA QUINTANILLA and ROGELIO QUINTANILLA, being Civil Action No. 1-11-cv-049, in which they allege various federal and state statutory and common law causes of action, including those brought under the Agricultural Worker Protection Act (AWPA) and the Fair Labor Standards Act (FLSA), and seek to recover damages in connection with their transactions and/or employment with Defendants in 2009.

3. JOSE AYALA, SR., is the father and NEXT FRIEND of his son, J.I.A., and his daughter, D.C.A. J.I.A. claims to have worked for and lived in housing arranged by Defendants. D.C.A. claims to have lived in housing arranged by, but did not work for, Defendants.
4. GILBERTO AYALA, is the father and NEXT FRIEND of his son, G.A. G.A. claims to have worked for and lived in housing arranged by Defendants.
5. JOANNA BERLANGA, is the mother and NEXT FRIEND of her daughter, L.B. L.B. claims to have lived in housing arranged by, but did not work for, Defendants.
6. RICARDO CEPEDA, is the father and NEXT FRIEND of his daughter, R.A.C. R.A.C. claims to have lived in housing arranged by, but did not work for, Defendants.
7. HILARIO MILAN, SR., is the father and NEXT FRIEND of his daughter, J.M. J.M. claims to have worked for and lived in housing arranged by Defendants.
8. Defendants deny they violated any statutory or legal obligations and deny any liability to any Plaintiff whatsoever.
9. On February 18, 2013, Plaintiffs and Defendants reached a settlement of all claims, subject to the Court's approval of the settlement of the Minor Plaintiffs' claims. This settlement was reached at Mediation, where all parties were represented by counsel. The settlement was reached on disputed claims, Defendants having denied any liability to Plaintiffs. The agreement reached by the parties includes the below-described proposed settlement of each of the Minor Plaintiffs' claims. A full copy of the proposed Settlement Agreement is attached as Exhibit A.
10. Under the terms of the parties' Settlement Agreement, Defendants jointly agree to pay the Minor Plaintiffs the total consideration of Eleven Thousand Four Hundred and NO/100ths dollars (\$11,400.00), gross, with payments to each of the Minor Plaintiffs to be made through his or her respective Next Friend, except for payments representing settlement of wage claims which shall be paid directly to the Minor Plaintiff, less applicable withholdings and deductions.

11. The gross amounts of \$300.00 in the form of FLSA damages per Minor Plaintiff who worked (less applicable deductions and withholdings), \$2,500.00 in the form of AWPAs damages per Minor Plaintiff who worked, and \$1,000.00 in the form of AWPAs damages per Minor Plaintiff who lived in housing arranged by Defendants, but did not work, are each a reasonable compromise between the alleged violations of the Minor Plaintiffs' rights under the AWPAs and FLSA and Defendants' position that there were no violations.

12. Therefore, the parties jointly request the Court's approval of the proposed Settlement Agreement of Minor Plaintiffs' Claims (attached as Exhibit A) as fair and reasonable.

WHEREFORE, the parties pray that the Court:

- a. enter an agreed Final Judgment approving the settlement of the Minor Plaintiffs' claims as fair and reasonable and
- b. dismissing all other claims, with prejudice, with each party to bear his/her or its own attorneys' fees and costs of court.

Respectfully Submitted,

/s/ Daniela Dwyer

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CERTIFICATE OF SERVICE

I certify that a copy of the parties' Joint Motion to Approve Settlement of Minor Plaintiffs' Claims and Dismiss Remaining Claims with Prejudice was filed with the Court on April 10, 2013 via the CM/ECF system that will serve a Notice of Electronic Filing on the attorneys in charge for Defendant Pioneer Hi-Bred International, Inc. and for the Quintanilla Defendants.

/s/ Daniela Dwyer

Daniela Dwyer, Esq.